

A.P.N. 1420-28-411-014
7392289112

DOC # 0705918
07/23/2007 11:38 AM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

**Homecomings Financial, LLC
500 Enterprise Drive Suite 150
Horsham, PA 19044
Attn: Marnessa Birckett**

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 3 Fee: 41.00
BK-0707 PG- 7995 RPTT: 0.00



SUBORDINATION AGREEMENT

THIS AGREEMENT, made July 16, 2007, by **Mortgage Electronic Registration Systems Inc.**, , present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Daniel J. Forster and Tina M. Forster , ("Owner"), did execute a Deed of Trust dated 4/14/06, to **Stewart Title** , as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of **\$50,000.00** dated 4/14/06 in favor of **Mortgage Electronic Registration Systems Inc.**, , which Deed of Trust was recorded on 4/21/06 as **BK 0406 PG 7421**, **Official Records**.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$235,000.00** dated 7/16/07 in favor of **Provident Funding**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.



Mortgage Electronic Registration Systems Inc.

By: [Signature]
Bernard J. Smith

Title: Vice President

Attest: [Signature]
James Callan

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF MONTGOMERY :

On this 7-16-07, before me, Michele Coley-Turner the undersigned, a Notary Public in and for said County and State, personally appeared Bernard J. Smith, Vice President and James Callan, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/ her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michele Coley-Turner, Notary Public
Horsesham Twp., Montgomery County
My Commission Expires July 12, 2008
Member, Pennsylvania Association of Notaries



EXHIBIT 'A'

File No.: **143-2324222 (MK)**

Property: **1286 Melborn Way, Minden, NV 89423**

LOT 36, AS SHOWN ON THE OFFICIAL MAP OF COCHRAN ESTATES UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 14, 1973, IN BOOK 573, OF OFFICIAL RECORDS AT PAGE 577, UNDER FILE NO. 66230.

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